

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
WILMINGTON DIVISION**

IN RE:
ALISON R SESSOMS
4510 Staffordshire Drive
Apt. 6
Wilmington, NC 28412

CHAPTER 13
CASE NO. 09-10139-8-SWH

SSN: xxx-xx-8899

DEBTOR

**MOTION FOR SECTION 524 SANCTIONS AND FOR ORDER TO SHOW CAUSE
WHY NATIONSTAR MORTGAGE SHOULD NOT BE HELD IN CONTEMPT OF
MULTIPLE COURT ORDERS**

NOW COMES the above referenced Debtor, by and through her undersigned counsel of record, and respectfully moves the Court pursuant to Rule 9013 of the Rules of Bankruptcy Procedure and Section 524 and Section 105(a) of the Bankruptcy Code, for the entry of an Order for appropriate sanctions against Nationstar Mortgage ("Nationstar") for willful violation of the Discharge Injunction and an Oder to Show Cause why Nationstar should not be held in contempt of orders entered by this court.

INTRODUCTION

The prospect of losing one's home is terrifying for most anyone. The fear is intensified for a homeowner who successfully completed her Chapter 13 bankruptcy and believed she can now enjoy the primary benefit of her success: the "Fresh Start". The Discharge in Alison Sessoms' ("Debtor" or "Ms. Sessoms") Chapter 13 case was entered approximately 17 months ago. As to her mortgage loan servicer (and it's immediate predecessor), it has been anything but a fresh start. In addition to the errors committed during her Chapter 13 (described below) the sloppy, incompetent servicing after the Discharge was entered now has Ms. Sessoms facing the threat of losing her home, despite having never missed a payment.

In support of this motion, the Debtor alleges as follows:

1. That the Debtor's Chapter 13 Petition was filed on November 20, 2009.
2. That the Debtor's Section 341 Meeting was held on January 25, 2010.
3. That the Debtor's Chapter 13 Plan was confirmed on March 30, 2010.
4. That the Debtor's Chapter 13 was Discharged on June 19, 2013.

5. At the time of filing, Debtor listed Taylor Bean & Whitaker as the mortgage lender on her residence. On information and belief Cenlar FSB/Flick Mortgage Investors, LLC ("Cenlar/Flick") became the successor in interest to Taylor Bean & Whitaker (likely because of Taylor Bean and Whitaker's well-publicized demise).
6. On April 2, 2010, Cenlar/Flick filed a Motion to Lift Stay ("Motion #1") to which the Debtor responded on April 16, 2010. The First Motion was resolved via Consent Order entered on June 19, 2010. The Debtor fully complied with the terms of this Consent Order.
7. On information and belief, Ocwen Mortgage ("Ocwen") became the successor in interest to Cenlar/Flick, although there appears to be no Transfer of Claim filed with this Court.
8. In or about January, 2010, the Debtor began the process of applying to Ocwen for a loan modification. On or about November 25, 2010, she was offered a loan modification. The Debtor began having her monthly mortgage payments processed via "Bill Pay" from her mother's checking account at Bank of America to ensure payments on her newly modified loan would be timely made. From this point on up until recently, her monthly mortgage payments have been processed through this account, when Nationstar stopped accepting payments from this account.
9. Despite receiving funds directly from Debtor's mother's account, Ocwen filed a Motion to Lift Stay on September 29, 2011 ("Motion #2"), alleging the Debtor was behind on her payments. The Debtor responded to the Motion, denying she was late, asserting that payments were being automatically drafted and that she was in a loan modification.
10. After months of continued hearings and futile exchanges between counsel for Debtor and Ocwen, a hearing was held on December 14, 2011. The Debtor testified and provided documentary evidence to establish the fact that her loan had been modified. She also provided bank statements that showed payments had been drafted from her mother's account EACH month pursuant to the loan modification. Ocwen provided no evidence to support its claim that the loan was in default. The Court denied the motion and issued, *sua sponte*, an Order to Show Cause why Ocwen should not be sanctioned under Rule 9011 for filing a baseless motion to lift stay.
11. At the January 18, 2012 Show Cause hearing, Ocwen's counsel persuaded this Court that mis-communication concerning escrow fees resulted in the errors in Motion #2. The Show Cause was dismissed. Ocwen agreed to pay the Debtor's attorney fees for

defending the motion and damages for lost wages. Ocwen thereafter prepared a Consent Order which was signed by Ocwen and Debtor's counsel and entered on February 24, 2012 which provided *inter alia*:

Debtor will, under the terms of the loan modification, beginning January 1, 2012, pay the modified payment of Six Hundred Eighty-Eight Dollars and Thirty-Seven Cents (\$688.37), consisting of principal, interest, and escrow.

12. On March 1, 2012, Ocwen, having finally acknowledged the Debtor was in a loan modification, filed a Motion for Approval of Loan Modification which was granted by an order entered on March 22, 2012. The debtor continued remit payments via Bill Pay from her mother's account in compliance with the Consent Order.
13. At some point thereafter, Nationstar Mortgage ("Nationstar") became the servicer of the Debtor's loan.
14. M.s Sessoms received her Discharge on June 29, 2013 and her case was subsequently closed.
15. The difficulties experience by Ms. Sessoms during her bankruptcy would foreshadow and pale in comparison with the problems she would have with Nationstar after she completed her bankruptcy.
16. For Ms. Sessoms, dealing with Nationstar has been an absolute nightmare. From the inception of its servicing, Nationstar's has essentially ignored orders entered by this Court, in particular, the terms of the loan modification described in the Consent Order entered on February 24, 2012. Further, Nationstar's servicing of Ms. Sessoms has been negligent and reckless. The following is a non-exhaustive description of this reckless conduct:
 - a. The documentation submitted to the Debtor first Ocwen by and then Nationstar contains inaccurate information concerning the terms of the loan modification;
 - b. Inappropriate fees have been charged, not consistent with the court approved loan modification. Although Nationstar was receiving and processing Ms. Sessoms' payments, it began assessing "property inspection

fees". On one day in particular (May 16, 2013), it assessed 20 (twenty) such fees at \$10.50 each to "inspect" a property for which it was receiving monthly payments on a mortgage that should not have been in "default" and was, in fact, not in default. (Exhibit A). One month before Ms. Sessoms received her discharge, Nationstar charged a "Motion for Relief filing Costs" assessment of \$150.00. Therefore, Nationstar was trying to recoup a cost for Motion #2 that Judge Leonard had deemed "baseless";

- c. Although every payment has been timely made (electronically paid and processed by Nationstar – Exhibit B), the payments were not applied to Ms. Sessom's account for the period of November 1, 2012 (just before the hearing on the OSC) to August 29, 2014;
- d. The Debtor is receiving no monthly statements even though her Chapter 13 discharged over a year ago and despite having requested them many times;
- e. The communications from Nationstar are filled with inaccurate information that conflicts with the court-approved loan modification;
- f. In addition to receiving monthly electronic drafts from the Debtor in an amount that includes principal, interest, property taxes and insurance, Nationstar, for the last three years has failed to pay property taxes and insurance. The Debtor has had to pay the property taxes and insurance out of her own pocket at the rate of approximately \$2,200/year. This is, again, in contravention to the Consent Order prepared and submitted by Nationstar's predecessor, Ocwen. See Exhibits C and D.
- g. For years, Ms. Sessoms has been trying to refinance her home, if for no other reason that to escape Nationstar's clutches. Nationstar has made this impossible by either not providing a timely payoff, providing inaccurate payoffs and refusing to provide an amortization schedule. Her repeated attempts (See Exhibit E, for example) to correct information were futile as were those of her mother (Exhibit F).¹ As a result, Ms. Sessoms was unable to take advantage of historically low interest rates – at that time 4.1%, a further measure of her damages;

¹Bringing to mind lines from a long ago song by the Eagles – Hotel California". "Last thing I remember, I was running for the door...I had to find the passage back to the place I was before. 'Relax said the nightman, we are programmed to receive. You can check out any time you like, but you can never leave'"

- h. And if this were not enough, on or about August 25, 2014, Ms. Sessoms received correspondence from Nationstar which says she had not made a payment since August 1, 2013 (a whole year) and that her loan was in default in the sum of \$9,589.77. (Exhibit G). This clearly shows that Nationstar has not been properly crediting her loan with the payments that for **nearly 4 (four)** years had been paid from Ms. Sessoms' mother's account and processed by Nationstar (Exhibit B).
- i. Earlier this year, Nationstar began rejecting the payments being electronically tendered to it. Payments were returned and Nationstar threatened to commence foreclosure proceedings, when at no time was Ms. Sessoms in default. **The "default" was triggered by Nationstar's own negligence and ineptitude in servicing her account!.**
- j. Inexplicably, through this process Nationstar notified Ms. Sessoms that her "adjustable rate mortgage" ("ARM") interest rate was lowering and that her payment would go down. (Exhibit H). This loan has never been an ARM. When Ms. Sessoms tried to point this out, another conflicting letter was sent out (Exhibit I) purporting to correct the error.
- k. Equally inexplicable was correspondence in the form of letters and emails informing Ms. Sessoms she had been approved for a "Modification Trial Period Plan", a plan for which she had not applied following the initial modification approved by this Court (Exhibit J).
- l. Further muddying the waters was correspondence concerning "Loss Mitigation Options", stating that Nationstar was "unable to grant her request (the one she never made) at this time". (Exhibit K)
- m. On October 15, 2014, Counsel received from the Hutchins Law Firm "A Statement Concerning Mortgage Loan", claiming a deficiency owed of \$7,691.58 (Exhibit L).
- n. Then, to Ms. Sessoms dismay, Nationstar started communicating in April with Ms. Sessoms about Loss Mitigation Alternatives, rendered necessary by Natonstar's refusal to accept payment because the loan was in default status because of the "default" Nationstar itself caused (Exhibit M)
- o. On October 21, 2014, Ms. Sessoms was served a Notice of Hearing prior to Foreclosure of Deed of Trust, with a hearing date of December 3, 2014, the receipt of which caused extreme panic and anxiety. (Exhibit N)

- p. On October 30, 2014, Ms. Sessoms' attorney received a statement from Nationstar showing \$10,505.31 of missed payments. (Exhibit O) The envelope was addressed to an office in La Habra, California where Debtor's counsel had practiced law some nine years ago. (Exhibit P). The statement was sent to the correct North Carolina address by counsel's former law partner.
 - q. On information and belief, Nationstar has been continually reporting late payments and now a foreclosure to Credit Reporting agencies, resulting in further damages to Ms. Sessoms.
- 17. That the conduct described above constitutes a willful contempt of:
 - a. The Discharge Injunction under 11 USC § 524;
 - b. This Court's Order granting the Motion to Approve Loan Modification entered on March 22, 2012;
 - c. The Consent Order with Nationstar's predecessor, Ocwen Loan Servicing, LLC, entered on February 24, 2012.
- 18. This also constitutes a willful violation of the Discharge Injunction as Nationstar is attempting to collect a debt that had already been paid through automatic draft and not applying and crediting past payments.
- 19. The failure to pay the property taxes and insurance it collected from Ms. Sessoms is a further violation of the Consent Order.
- 20. As a result of the alleged "default" status, Nationstar and its agents have been calling Ms. Sessoms at her work, at her home and sending email and text messages about the "default" and need to cure the loan. (Exhibit Q is one example). This has gone on for 6 months. She has received two such communications each day and at various hours. This has caused tremendous anxiety and distress for both Ms. Sessoms, her children and other family members. The calls to her hair salon have caused embarrassment in front of customers and co-workers. Ms. Sessoms, having been diligent to make all of her Chapter 13 Plan payments, thought she was done and was ready to move on. She is now being forced to re-visit the bankruptcy process to redress these problems.
- 21. For nearly 16 months, Ms. Sessoms has consistently and repeatedly tried to get

Nationstar to correct its records, apply her payments and provide accurate records. Now at her wits' end, the frustration has progressed to sheer panic.

22. That Ms. Sessoms has experienced extreme anxiety, and emotional distress as a result of this reckless, careless and outrageous conduct. She has difficulty sleeping, and has had family difficulties as a result of the stress of going through this nightmares with Nationstar and its predecessors. Her relationship with her children has at times become strained. And now, with a foreclosure in progress, She fears she will lose her home.
23. For all of her effort, Ms. Sessoms has been unable to get Nationstar's attention and make things right. Every effort has failed. It is hoped that the imposition of significant monetary sanctions on Nationstar by this Court will finally get its attention.

CONCLUSION

A mortgage servicer will make mistakes from time to time. However, the actions described above show an inexcusable 18 month pattern of misfeasance, neglect, carelessness and complete oblivion to how Nationstar has trampled Ms. Sessoms' rights. The runaway locomotive named Nationstar has been barreling down the tracks, completely out of control, wreaking havoc in Alison R. Sessoms' life. It is time for the brakes to be applied immediately. This HAS to stop.

WHEREFORE, the Debtor respectfully pray of the Court as follows:

1. That the Court impose sanctions against Nationstar Mortgage in the form of a cash award in favor of the Debtor in the sum of at least \$150,000.00 or more as the court may deem appropriate, for emotional distress and punitive damages and actual damages in a sum to be determined after the hearing on this matter. Actual damages should include the taxes and insurance she has had to pay out of pocket in the approximate sum of \$2,200/yr for the last three years, as a result of Nationstar collecting yet not paying the taxes and insurance. It should also include the differential between present interest rates and the rate she would have obtained, but for Nationstar's negligence. Nationstar should also be ordered to make corrective reports to all three Credit Reporting Agencies, Equifax, Transunion and Experian.
2. The Court impose further sanctions in the form of a legal fee against these parties jointly and severally in a sum of \$10,000.00;
3. The Court impose further sanctions in the form of a penalty against these parties jointly and severally in a sum of \$250,000.00 to be paid to the Clerk of the United States Bankruptcy Court for the Eastern District of North Carolina for Nationstar's

reckless and repeated disregard of this Court's Orders;

4. That any other cost associated with this action be taxed against Nationstar Mortgage; and;
5. That this Court enter an Order that Nationstar show cause why it should not be held in contempt of the Discharge Injunction and this Court's Orders entered on February 24, 2012 and March 22, 2012;
6. That the Debtor be awarded additional monetary damages and further relief as the Court may deem just and proper, following the hearing on this matter.

This the 7 day of November, 2014

/s/Robert J Anderson

Robert J. Anderson
GILLESPIE & MURPHY, P.A.
N.C. State Bar #37992
321 N. Front Street
Wilmington, NC 28401
(910) 254-3456
(910) 254-3444 Fax
rja@lawyersforchrist.com

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

VERIFICATION
AFFIDAVIT

I, Alison R Sessoms, being first dully sworn, deposes and says:

That she is the Debtor in the foregoing case; that she has read the MOTION FOR SECTION 524 SANCTIONS and know the contents thereof; that the same is true of her knowledge, except those matters therein stated upon information and belief and as to those she believes them to be true.

This the 6 day of November, 2014

/s/Alison R Sessoms

Alison R Sessoms

Sworn to and subscribed
before me this 6
day of November,
2014

/s/Tanya Sillman

Notary Public

Tanya Sillman

Printer Name

My Commissions Expires:

02/07/2017

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
WILMINGTON DIVISION

IN RE:
ALISON R SESSOMS
4510 Staffordshire Drive
Apt. 6
Wilmington, NC 28412

CHAPTER 13
CASE NO. 09-10139-8-SWH

SSN: xxx-xx-8899

DEBTOR

NOTICE OF MOTION

TO: All Parties In Interest

NOTICE IS HEREBY GIVEN of the Motion filed simultaneously herewith by the attorney for the movant in the above-captioned case; and

FURTHER NOTICE IS HEREBY GIVEN that if you fail to respond or otherwise plead or request a hearing in writing within 14 days from the date of this Notice, the relief requested in the Motion may be granted without further hearing or Notice; and

FURTHER NOTICE IS HEREBY GIVEN that if a response and a request for hearing is filed by the party named herein in writing within the time indicated, a hearing will be conducted on the Motion and response thereto at a date, time and place to be later set by this Court and all interested parties will be notified accordingly. If no request for a hearing is timely fixed, the Court may rule on the Motion and response thereto ex parte without further notice.

DATE OF NOTICE: November 7, 2014

/s/Robert J Anderson
Robert J. Anderson
GILLESPIE & MURPHY, P.A.
N.C. State Bar #37992
321 N. Front Street
Wilmington, NC 28401
(910) 254-3456
(910) 254-3444 Fax
Rja@lawyersforchrist.com

CERTIFICATE OF SERVICE

I, Robert J. Anderson, Attorney at Law certify:

That I am, and at all time hereinafter mentioned was, more than 18 years of age.

That on the 7 day of November, 2014, copies of the foregoing were served upon the following by depositing the same in the United States mail, postage pre-paid, addressed as follows:

Richard M Stearns
Chapter 13 Trustee
1015 Conference Drive
Greenville, NC 27858

By Electronic Mail:
Nharrison@rms13.org

Nationstar Mortgage
Attention: Officer
PO Box 7729
Springfield, OH 45501-7729

(Certified Mail)

Nationstar Mortgage
Attention: Hector Fernandez
350 Highland Drive
Lewisville, TX 75067-4177

(Certified Mail)

Nationstar Mortgage
Attention: Officer
PO Box 630268
Irving, TX 75063

(Certified Mail)

Hutchens Law Firm
Attention: Officer
4317 Ramsey Street
Fayetteville, NC 28311

Hutchens Law Firm
Attention: Officer
PO Box 1028
Fayetteville, NC 28302

Kelly Burns
McGuireWoods, LLP
300 N 3rd Street
Suite 400
Wilmington, NC 28401

Alison R Sessoms
4510 Staffordshire Drive
Apt. 6
Wilmington, NC 28412

I certify under penalty of perjury that the foregoing is true and correct.

DATED: November 7, 2014

/s/Robert J Anderson

Robert J. Anderson



Ocwen Loan Servicing, LLC
P.O. Box 24737
West Palm Beach, FL 33416-4737
(Do not send any correspondence or payments to the above address)

WWW.OCWEN.COM

Loan#: ~~XXXXXXXXXX~~
Customer Name(s): Allison Sessions

Check / Ref. Num ber	Date Paymen t Due	Date Paymen t Receiv ed	Date Assesse d/ Transa ction Date	Description	Amount Applied/ Assessed	Principal Applicati on	Interest Applicati on	Escrow Applicati on	Option al Produc ts	Late Charge s	Fees/ Other (Sec on)	Suspense Applicati on	Principal Balance	Escrow Balance	Suspense Balance
		11/01/2 012		Payment	521.22	0.00	0.00	0.00	0.00	0.00	0.00	-188.85	109,946.5 9	0.00	507.25
	01/01/2 012	11/01/2 012		Payment	0.00	0.00	710.07	0.00	0.00	0.00	0.00	0.00	109,946.5 9	0.00	507.25
			11/08/2 012	Property Inspection Fee	-10.00	0.00	0.00	0.00	0.00	0.00	-10.00	0.00	0.00	0.00	0.00
5728		11/30/2 012		Pre Petition Payment	48.00	0.00	0.00	0.00	0.00	0.00	0.00	48.00	109,946.5 9	0.00	555.25
		11/30/2 012		Payment	521.22	0.00	0.00	0.00	0.00	0.00	0.00	-188.85	109,946.5 9	0.00	366.40
	02/01/2 012	11/30/2 012		Payment	0.00	0.00	710.07	0.00	0.00	0.00	0.00	0.00	109,946.5 9	0.00	366.40
		01/04/2 013		Payment	521.22	0.00	0.00	0.00	0.00	0.00	0.00	-188.85	109,946.5 9	0.00	177.55
	03/01/2 012	01/04/2 013		Payment	0.00	0.00	710.07	0.00	0.00	0.00	0.00	0.00	109,946.5 9	0.00	177.55
			01/22/2 013	Property Inspection Fee	-10.00	0.00	0.00	0.00	0.00	0.00	-10.00	0.00	0.00	0.00	0.00
		01/25/2 013		Suspense Payment	24.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	109,946.5 9	0.00	201.55
5813		01/25/2 013		Pre Petition Payment	24.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	109,946.5 9	0.00	225.55
		01/28/2 013		Suspense Payment - REV	-24.00	0.00	0.00	0.00	0.00	0.00	0.00	-24.00	109,946.5 9	0.00	201.55
		02/01/2 013		Suspense Payment	521.22	0.00	0.00	0.00	0.00	0.00	0.00	521.22	109,946.5 9	0.00	722.77
5856		02/28/2 013		Pre Petition Payment	24.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	109,946.5 9	0.00	746.77
93		03/05/2		Payment	521.22	0.00	0.00	0.00	0.00	0.00	0.00	-188.85	109,946.5 9	0.00	557.92

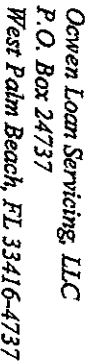
This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

PA15157DEPML7

NMIS # 1852

EXHIBIT

11/07/14

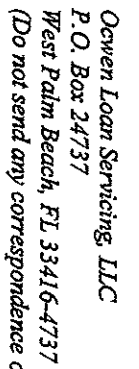


West Palm Beach, FL 33416-4737
(Do not send any correspondence or payments to the above address)

WWW.OCCWEN.COM

Cheq k/ Ref	Date Payme nt Due	Date Payme nt Receiv ed	Description Assesse d/ Transac tion Date	Amount Applied/ Assessed	Principal Application	Interest Application	Escrow Application	Option al Products	Late Charge's	Fees/ Other Descript (See Other Applicati on)	Suspense Balance	Principal Balance	Escrow Balance	Suspense Balance
	04/01/2012	03/05/2013	Payment	0.00	-0.00	710.07	0.00	0.00	0.00	0.00	0.00	9	0.00	557.92
				-10.00	0.00	0.00	0.00	0.00	0.00	-10.00	0.00	0.00	0.00	0.00
5899		03/25/2013	Property Inspection Fee	24.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	109,946.59	0.00	581.92
64		04/02/2013	Pre Petition Payment	521.22	0.00	0.00	0.00	0.00	0.00	0.00	-188.85	109,946.59	0.00	393.07
	05/01/2012	04/02/2013	Payment	0.00	0.00	710.07	0.00	0.00	0.00	0.00	0.00	109,946.59	0.00	393.07
5943		04/23/2013	Property Inspection Fee	-10.00	0.00	0.00	0.00	0.00	0.00	-10.00	0.00	0.00	0.00	0.00
			Pre Petition Payment	23.50	0.00	0.00	0.00	0.00	0.00	0.00	23.50	109,946.59	0.00	416.57
	05/03/2013		Payment	521.22	0.00	0.00	0.00	0.00	0.00	0.00	-5.61	109,946.59	0.00	410.96
	05/16/2013		Property Inspection Fee	10.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	109,946.59	0.00	410.96
	05/16/2013		Property Inspection Fee	10.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	109,946.59	0.00	410.96
	05/16/2013		Property Inspection Fee	10.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	109,946.59	0.00	410.96
	05/16/2013		Property Inspection Fee	10.50	0.00	0.00	0.00	0.00	0.00	10.50	0.00	109,946.59	0.00	410.96
	05/16/2013		Property Inspection Fee	10.50	0.00	0.00	0.00	0.00	0.00	10.50	0.00	109,946.59	0.00	410.96
	05/16/2013		Property Inspection Fee	10.50	0.00	0.00	0.00	0.00	0.00	10.50	0.00	109,946.59	0.00	410.96
	05/16/2013		Property Inspection Fee	10.50	0.00	0.00	0.00	0.00	0.00	10.50	0.00	109,946.59	0.00	410.96

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.



WWW.OCCWEN.COM

Loan#: **[REDACTED]**
Customer Name(s) **[REDACTED]**

Chcek / Ref Num ber	Date Payme nt Due	Date Payme nt Receiv ed	Date Assesse d/ Transac tion Date	Description	Amount Applied/ Assessed	Principal Applicati on	Interest Applicati on	Escrow Applicati on	Option al Produc ts	Late Charge s	Fees/ Other (See Descri ption)	Suspense Applicati on	Principal Balance	Escrow Balance	Suspense Balance
		05/16/2 013		Property Inspection Fee	10.50	0.00	0.00	0.00	0.00	0.00	10.50	0.00	109,946.5 9	0.00	410.96
		05/16/2 013		Property Inspection Fee	10.50	0.00	0.00	0.00	0.00	0.00	10.50	0.00	109,946.5 9	0.00	410.96
		05/16/2 013		Property Inspection Fee	10.50	0.00	0.00	0.00	0.00	0.00	10.50	0.00	109,946.5 9	0.00	410.96
		05/16/2 013		Property Inspection Fee	10.50	0.00	0.00	0.00	0.00	0.00	10.50	0.00	109,946.5 9	0.00	410.96
		05/16/2 013		Property Inspection Fee	10.50	0.00	0.00	0.00	0.00	0.00	10.50	0.00	109,946.5 9	0.00	410.96
		05/16/2 013		Property Inspection Fee	10.50	0.00	0.00	0.00	0.00	0.00	10.50	0.00	109,946.5 9	0.00	410.96
*		05/16/2 013		Property Inspection Fee	10.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	109,946.5 9	0.00	410.96
*		05/16/2 013		Property Inspection Fee	10.50	0.00	0.00	0.00	0.00	0.00	10.50	0.00	109,946.5 9	0.00	410.96
*		05/16/2 013		Property Inspection Fee	10.50	0.00	0.00	0.00	0.00	0.00	10.50	0.00	109,946.5 9	0.00	410.96
*		05/16/2 013		Property Inspection Fee	10.50	0.00	0.00	0.00	0.00	0.00	10.50	0.00	109,946.5 9	0.00	410.96
*		05/16/2 013		Property Inspection Fee	10.50	0.00	0.00	0.00	0.00	0.00	10.50	0.00	109,946.5 9	0.00	410.96
		05/16/2 013		Motion For Relief Filing Costs	150.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	109,946.5 9	0.00	410.96
		05/16/2		Prior Services Fees	500.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00	109,946.5 9	0.00	410.96

en hat is het
een misschien in ougn van upic

NMIS # 1852



Ocwen Loan Servicing, LLC
P.O. Box 24737
West Palm Beach, FL 33416-4737

(Do not send any correspondence or payments to the above address)

WWW.OCWEN.COM

Loan#: **2009-10139-8-SWH**
Customer Name(s): Allison Sessions

Check / Ref. Num ber	Date Payme nt Due	Date Payme nt Receiv ed	Date Assesse d / Transa ction Date	Amount Applied/ Assessed	Principal Applicati on	Interest Applicati on	Escrow Applicati on	Option al Produc ts	Late Charge s	Fees/ Other Descripti (See on)	Suspense Applicati on	Principal Balance	Escrow Balance	Suspense Balance
	012													
		06/30/2 012		Payment	521.22	0.00	0.00	0.00	0.00	0.00	-188.85	109,946.5 9	0.00	534.35
		10/01/2 011	06/30/2 012	Payment	0.00	0.00	710.07	0.00	0.00	0.00	0.00	109,946.5 9	0.00	534.35
			07/03/2 012	Property Inspection Fee	-10.50	0.00	0.00	0.00	0.00	-10.50	0.00	0.00	0.00	0.00
			07/13/2 012	Property Inspection Fee	-10.50	0.00	0.00	0.00	0.00	-10.50	0.00	0.00	0.00	0.00
		07/01/2 012		Late Charge Assessment	-28.40	0.00	0.00	0.00	-28.40	0.00	0.00	0.00	0.00	0.00
R		08/03/2 012		Payment	521.22	0.00	0.00	0.00	0.00	0.00	-188.85	109,946.5 9	0.00	345.50
		11/01/2 011	08/03/2 012	Payment	0.00	0.00	710.07	0.00	0.00	0.00	0.00	109,946.5 9	0.00	345.50
		08/31/2 012		Payment	521.22	0.00	0.00	0.00	0.00	0.00	-188.85	109,946.5 9	0.00	156.65
		12/01/2 011	08/31/2 012	Payment	0.00	0.00	710.07	0.00	0.00	0.00	0.00	109,946.5 9	0.00	156.65
		10/01/2 012		Suspense Payment	521.22	0.00	0.00	0.00	0.00	0.00	521.22	109,946.5 9	0.00	677.87
		10/06/2 012		Late Charge Waived	85.20	0.00	0.00	0.00	85.20	0.00	0.00	109,946.5 9	0.00	677.87
			10/10/2 012	Property Inspection Fee	-10.50	0.00	0.00	0.00	0.00	-10.50	0.00	0.00	0.00	0.00
			10/10/2 012	Property Inspection Fee	-10.50	0.00	0.00	0.00	0.00	-10.50	0.00	0.00	0.00	0.00
5687 05		10/24/2 012		Pre Petition Payment	18.23	0.00	0.00	0.00	0.00	0.00	18.23	109,946.5 9	0.00	696.10

This communication is from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

PAYMENT

NMLS # 1852

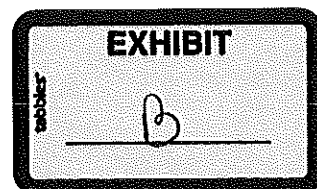


Online Banking

Payment Activity

Results 1-10 of 10

Pay To: Name Nickname	Pay From	Amount	Deliver By	Confirmation Number	Status
Ocwen Loan Servicing House loan -oms) Recurring Payment	INTEREST CHECKING-9321	\$521.22	08/01/2013	FZ4N5-PWPRM	Processed
Ocwen Loan Servicing House loan -oms) Recurring Payment	INTEREST CHECKING-9321	\$521.22	07/01/2013	FW6SF-K6G6L	Processed
Ocwen Loan Servicing House loan -oms) Recurring Payment	INTEREST CHECKING-9321	\$521.22	05/31/2013	FSCTR-ZCD1F	Processed
Ocwen Loan Servicing House loan -oms) Recurring Payment	INTEREST CHECKING-9321	\$521.22	05/03/2013	FNTPL-YYQVF	Processed
Ocwen Loan Servicing House loan -oms) Recurring Payment	INTEREST CHECKING-9321	\$521.22	04/01/2013	FOX86-YPW50	Processed
Ocwen Loan Servicing House loan -oms) Recurring Payment	INTEREST CHECKING-9321	\$521.22	03/01/2013	FGRUN-RZJYH	Processed
Ocwen Loan Servicing House loan -oms) Recurring Payment	INTEREST CHECKING-9321	\$521.22	02/01/2013	FCHZN-HQ45S	Processed
Ocwen Loan Servicing House loan -oms) Recurring Payment	INTEREST CHECKING-9321	\$521.22	12/31/2012	F88N2-VDRCD	Processed
Ocwen Loan Servicing House loan -oms) Recurring Payment	INTEREST CHECKING-9321	\$521.22	11/30/2012	F5BC2-PUHRN	Processed
Ocwen Loan Servicing House loan -oms) Recurring Payment	INTEREST CHECKING-9321	\$521.22	11/01/2012	F267K-X9BKK	Processed



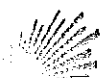


Online Banking

Payment Activity

Results 1-11 of 11

Pay To: Name Nickname	Pay From	Amount	Deliver By	Confirmation Number	Status
Nationstar Mortgage House payment -9976 Recurring Payment	CLASSIC INTEREST CHECKING-9321	\$521.22	08/29/2014	H98VY-GFVCT	Scheduled
Nationstar Mortgage House payment -9976 Recurring Payment	CLASSIC INTEREST CHECKING-9321	\$521.22	08/01/2014	H64CX-PW6FN	Processed
Nationstar Mortgage House payment -9976 Recurring Payment	CLASSIC INTEREST CHECKING-9321	\$521.22	07/01/2014	H2SVG-L7TP0	Processed
Nationstar Mortgage House payment -9976 Recurring Payment	CLASSIC INTEREST CHECKING-9321	\$521.22	05/30/2014	GZVMU-HSCG7	Processed
Nationstar Mortgage House payment -9976 Recurring Payment	CLASSIC INTEREST CHECKING-9321	\$521.22	05/01/2014	GWQGS-77MF6	Processed
Nationstar Mortgage House payment -9976 Recurring Payment	CLASSIC INTEREST CHECKING-9321	\$521.22	04/01/2014	GS5PM-7KVNW	Processed
Nationstar Mortgage House payment -9976 Recurring Payment	CLASSIC INTEREST CHECKING-9321	\$521.22	02/28/2014	GPBM1-1SVD1	Processed
Nationstar Mortgage House payment -9976 Recurring Payment	CLASSIC INTEREST CHECKING-9321	\$521.22	01/31/2014	GL62M-2B0KX	Processed
Nationstar Mortgage House payment -9976 Recurring Payment	CLASSIC INTEREST CHECKING-9321	\$521.22	12/31/2013	GHHWN-75DW6	Processed
Nationstar Mortgage House payment -9976	CLASSIC INTEREST CHECKING-9321	\$521.22	12/02/2013	GDZCQ-N74ZX	Processed
Nationstar Mortgage House payment -9976	CLASSIC INTEREST CHECKING-9321	\$521.22	11/04/2013	GCZ8D-31G63	Processed

**SUNTRUST**

View Transaction Printable View

Transaction Information

Close Window

Print Screen

Account: Everyday Checking - *****1247**Transaction:** Debit [REDACTED] 2742**Customer Reference Number:** [REDACTED] 2742**Date/Time Cleared:** 01/10/2014 00:00**Amount:** \$(944.76)**Date/Time Initiated:** 01/10/2014 00:00**FI Reference Number:** [REDACTED] 27423**Description:** ELECTRONIC/ACH DEBIT NEW HANOVER COUN
REDEPCHECK 1040**EXHIBIT**tabbles
C

NEW HANOVER COUNTY TAX OFFICE

PO Box 18000 • Wilmington NC 28406

Phone: (910) 798-7300

Fax: (910) 798-7310 • www.nhcgov.com

PROPERTY TAX BILL

DUE ON OR BEFORE MONDAY, JANUARY 6, 2014

**IMPORTANT - PLEASE READ FRONT AND
BACK OF NOTICE CAREFULLY****How to pay your bill**

Return the coupon below with full payment in the envelope enclosed. Please use appropriate postage. Make certain that the envelope is postmarked by the United States Postal Service no later than 1/6/2014 to be considered paid on time. See back of bill for more information concerning postmarks. Please write your bill year, number and type in the memo field of your check.

OR

Pay your bill in person at 230 Government Center Drive, Suite 190, Wilmington NC 28403 between the hours of 7:30 AM and 5:00 PM (except major holidays). We have a secure payment drop box at the south entrance of the complex for after hours payments. Please note that credit and debit cards **ARE NOT** accepted in the office. **CASH OR CHECK ONLY.**

OR

To pay by credit/debit card call 1-800-2-PAYTAX (1-800-272-9829) or visit www.officialpayments.com. There is a convenience fee for this service. You will need your bill year, bill type, and bill number located below. The jurisdiction code is 4345.

NOTICE DATE: 08/07/2013

PROPERTY IDENTIFICATION AND VALUE INFORM

BILL YEAR	BILL TYPE	BILL NUMBER	LEGAL DESCRIPTION			PARCEL NUMBER
2013	20	57870	LOT 64 SUNSET SOUTH			R06013-016-067-000
PROPERTY LOCATION			REAL PROPERTY VALUE	DEFERRED	EXEMPTION	TOTAL TAXABLE VALUE
323 VIRGINIA AVE			94,100			94,100
JURISDICTION		TYPE	TAX RATE PER \$100.00 VALUE	ITEMIZED TAX AMOUNT	MESSAGES	
NEW HANOVER COUNTY CITY OF WILMINGTON		NH1 WM1	0.55400 0.45000	521.31 423.45	FINAL DATE TO PAY IS MONDAY, JANUARY 6, 2014. INTEREST BEGINS AT CLOSE OF BUSINESS ON THIS DAY. CREDIT AND DEBIT CARDS ARE NOT ACCEPTED IN THE OFFICE.	
		TOTAL TAX DUE		944.76		
		LATE LIST PENALTY				
		+/- PAYMENTS AND ADJUSTMENTS				
		TOTAL AMOUNT DUE		944.76		
		INTEREST				
		BALANCE		\$944.76		

DETACH AND RETAIN THIS PORTION FOR INCOME TAX PURPOSES

▽ PLEASE RETURN THIS PORTION WITH YOUR PAYMENT ▽

All correspondence should be sent to: NEW HANOVER COUNTY • PO BOX 18000 • WILMINGTON NC 28406

BILL YEAR	BILL TYPE	BILL NUMBER	PARCEL NUMBER	TOTAL AMOUNT DUE
2013	20	57870	R06013-016-067-000	\$944.76

**TO AVOID INTEREST THIS BILL MUST BE PAID
IN FULL BY MONDAY, JANUARY 6, 2014**

AMOUNT ENCLOSED

\$

TO CHANGE YOUR MAILING ADDRESS, PLEASE FILL IN YOUR NEW ADDRESS BELOW

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SESSOMS ALISON R
323 VIRGINIA AVE
WILMINGTON NC 28401-7035

MAKE CHECK PAYABLE & REMIT TO:

NEW HANOVER COUNTY TAX OFFICE

PO BOX 580070

CHARLOTTE NC 28258-0070



00002082013100057870800000944769

Nationstar
MORTGAGE

August 4, 2013

ALLISON SESSOMS
4921 SPLIT RAIL DRIVE
WILMINGTON, NC 28412

Re: Loan Number: [REDACTED] 011D
Property Address: 323 VIRGINIA AVE
WILMINGTON, NC 28401

Dear Customer:

Nationstar Mortgage's records indicate that the above referenced hazard insurance policy has either expired, cancelled, or non-renewed on 06/29/2013 and a replacement policy has not been provided. (If your agent or carrier has advised us that you are not renewing the policy listed above or that the policy has cancelled, and your account is escrowed for this insurance, no disbursement will be made from your escrow account at this time for this insurance.)

According to the terms of your loan documents, you must maintain adequate insurance coverage at all times and provide us with satisfactory evidence of this coverage. Therefore, if you have not already done so, we request that you or your insurance agent provide us with verification of your current insurance policy showing that coverage is in force and complies with our requirements (see reverse side of this letter or the attachment).

Please provide a copy of the declarations page of your policy, which summarizes coverages, limits, deductibles, and the current insurance coverage period for your policy, to us at the address below.

If you prefer, you or your insurance agent may fax this information to us at 1-800-687-4729. Please include your loan number on any correspondence sent to us. You may also provide proof of coverage by visiting our website at www.mycoverageinfo.com, referencing PIN number CTX729.

NATIONSTAR MORTGAGE LLC must be listed as First Mortgagee. If the mortgagee clause as outlined on the reverse side of this letter or the attachment is not already indicated on your policy, please advise your agent to update their records accordingly.

If evidence of hazard insurance is not received within 30 days from the date of this letter, Nationstar Mortgage may be forced to obtain coverage to protect our interest in your property.

Important Facts to consider about Lender Placed Insurance:

- The cost of any coverage we obtain on your behalf will probably be greater than the cost for comparable coverage obtained through your own insurance agent. The cost of this policy/certificate will be paid by you.

P.O. BOX 7729, SPRINGFIELD, OH 45501-7729 Phone 1-866-825-9267 Fax 1-800-687-4729

EXHIBIT

0



March 27, 2014

ALLISON SESSOMS
C/O ROBERT J ANDERSON
321 N FRONT ST, 800 S BEACH BL
WILMINGTON, NC 28401

RECEIVED
MAR 31 2014

Re: Loan Number: [REDACTED]-011D
Property Address: 323 VIRGINIA AVE
WILMINGTON, NC 28401

Effective Date: 06/29/2013
Expiration Date: 06/29/2014

Dear Customer:

Nationstar Mortgage is committed to providing you with exceptional service throughout the life of your loan. At times, we may seek your assistance in order to meet your service expectations. Your business is important to us.

We are sending this notice to remind you that your loan currently has lender-placed insurance coverage. Proof of hazard insurance coverage on the above-referenced loan to date has not been received by us.

For your information:

In the mortgage documents you signed, you agreed to keep insurance on your structure/improvements at all times, in the form and the amounts we require. Failure to do so is a breach of those requirements. Please contact your insurance agent or company and purchase coverage.

To satisfy this requirement:

- Request proof of coverage and send it to us at the address shown below, or
- Fax it to 1-800-687-4729, or
- Provide this information to us by visiting our website, www.mycoverageinfo.com, referencing PIN Number CTX729.

Please be sure your policy includes your loan number and a Mortgagee Clause or Lenders Loss Payable Endorsement made out to:

NATIONSTAR MORTGAGE LLC
ITS SUCCESSORS AND/OR ASSIGNS
P.O. BOX 7729
SPRINGFIELD, OH 45501-7729

Loan #0608159976-011D

Failure to provide proof of insurance:

If we do not receive proof of coverage, the current Lender Placed Policy on your loan will be renewed on 06/29/2014. This premium will be charged to your escrow account. You may cancel this policy at any time by giving us proof of other acceptable coverage. When you provide proof of acceptable coverage, the policy we have obtained will be cancelled and you will be charged only for the days this policy was in force. Any unused premium will be refunded to your escrow account.

Important Facts to consider about Lender Placed Insurance:

- In nearly all instances, the hazard insurance coverage we obtain will be far more expensive than a policy you could obtain from an agent or insurance company of your choice.
- The policy we obtain will only provide coverage for direct physical damage to your structure/improvements and will not cover any personal property or liability. Nationstar may be the named insured.
- The amount of coverage we obtain may not be adequate to protect your interest.

You have the right to independently purchase hazard insurance from the insurance agent or company of your choice and we urge you to do so.

If you have questions about the insurance requirements, please call us toll-free at 1-866-825-9267. For your convenience, our office hours are 9:00 a.m. to 6:00 p.m., Eastern Standard Time, Monday through Friday.

We appreciate your business and thank you for your assistance with this matter.

Sincerely,

Nationstar Mortgage LLC
Insurance Center

This is an attempt to collect a debt, and any information obtained will be used for that purpose.

IF THIS DEBT IS IN OR HAS BEEN DISCHARGED IN A BANKRUPTCY PROCEEDING, BE ADVISED THIS COMMUNICATION IS NOT AN ATTEMPT TO COLLECT THE DEBT AGAINST YOU. PLEASE NOTE, HOWEVER, WE RESERVE THE RIGHT TO EXERCISE THE LEGAL RIGHTS ONLY AGAINST THE PROPERTY SECURING THE ORIGINAL OBLIGATION.

If we provide the insurance, it will be obtained with the assistance of Harwood Service Company, LLC, a licensed insurance agency and an affiliate of Nationstar Mortgage LLC. Harwood Service Company, LLC acts as an agent for the insurance company and will receive a commission on the insurance we obtain.

NATIONSTAR MORTGAGE LLC
INSURANCE CENTER
P.O. BOX 7729
SPRINGFIELD, OH 45501-7729

017174
ALLISON SESSOMS
C/O ROBERT J ANDERSON
321 N FRONT ST, 800 S BEACH BL
WILMINGTON, NC 28401

Re: [REDACTED]-011D



ALISON SESSOMS
323 VIRGINIA AVE.

Wilmington, NC 28401
Account # [REDACTED] 09/16

October 13, 2014

Nationstar Mortgage
350 Highland Drive
Louisville TX 76067

Dear Sir :

Your company claims that I have not made a payment on this loan since 8/01/2013 . I once again am sending you proof that these payments have indeed been made . They have been paid from my mother Barbara Koehli's Bank of America account . You seem to have had no problem accepting them and cashing them until September of this year . She sent the payment 3 times in September and in October she sent a payment for both months . Each time you refused the payment .

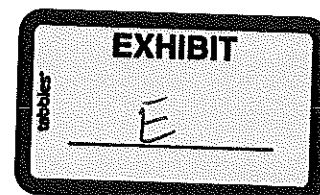
I do not understand where the money has been going , why it hasn't been credited to the account and why all of a sudden you are refusing to accept payments . I have done everything that I know to do to clear up this issue including letters ,hours on the phone and I am presently working with my attorney to clear up this issue .

I am sending a payment for September and October that your company refused . That is all that I owe on this loan

You may contact my attorney : Robert Anderson if you have any questions .
321 N Front Street
Wilmington ,NC 28401

Sincerely,

Alison Sessoms



ALISON SESSOMS/ NATIONSTAR LOAN# 608159976
(FORMER OCWEN # [REDACTED] 2113)

NATIONSTAR MORTGAGE COMPANY

Dear Sir ;

I am writing to inform you that the up dated information that you sent to attorney Ned Barns is incorrect . He was attempting to get this payoff information corrected so that my parents Barbara and Jerry Koehli could purchase the house .

We have sent you copies by certified mail of the payments made and copies of insurance and taxes paid . I have personally contacted you many times and my attorney Robert Anderson has also tried to contact you . This loan has been to court twice already and both times we were able to prove to a judge that the payments are up to date . The mortgage company (Ocwen at the time) was ordered to pay my attorney . This confusion over the loan payments has gone on nearly three years . Enough is enough . This is ridiculous .

I am once again sending you proof that the payments were made and asking that you credit the payments to the loan and send me a corrected payoff . I am also sending copies of previous letters and copies of the receipt from sending it certified .

If this situation has not been resolved within 10 days I am requesting that my attorney bring this case to court as soon as possible . We have all the proof that the payments have been made and that we have been trying to resolve this error for the last three years . Please examine the proof and correct the problem ASAP.

Sincerely,

Alison Sessoms



Cc; Attorney Robert Anderson

Alison Sessoms
323 Virginia Ave.
Wilmington, NC 28401

May 5th, 2012

Ocwen Loan Servicing, LLC
PO box 24646
West Palm Beach, FL 33416-4646

Dear Sir;

I have made numerous attempts to contact your office to verify this new payment amt. I have been unable to get through to speak with anyone and my messages have gone unanswered. I want to make sure that there is no confusion regarding this loan as there has been in the past. I am sending a copy of the letter from your office which clearly states that I should ignore the previous notices that I have received for the payment change. This is the most recent information that I have received.

I also understand that an escrow acct. needs to be setup for this loan. I am sending you a copy of the tax bill that is paid up for 2011 and also a copy of my insurance that is paid up until 6/29/2012.

Taxes= 1150.71

Insurance= 1123.00

263.00

TOTAL 2536.71 divided by 12 = 212.00

I am sending \$ 212.00 in addition to the new payment of \$ 309.22 for a total of \$ 521.22 to cover tax and insurance. If I have made any error in my calculations or omitted anything please let me know ASAP and I will correct the error. Also, please let me know if there is any additional information that you need to start the escrow acct.

I would also like to request an amortization schedule reflecting this change in rate and an account of any charges that have been made toward this account.

Thank you for your help. It is my intention of this letter to clarify any misunderstandings regarding this loan so that there will be no need for additional legal action from either party. In the future.

Sincerely,

Signature,

October 6th, 2013

Alison Sessoms /Loan # [REDACTED] 9976

Nationstar Mortgage

Former Ocwen loan # [REDACTED] 2113

Dear Sir;

I have been making the payments on my daughter Alison Sessoms's loan on the house at 323 Virginia Ave. Wilmington, NC for the past 2 1/2 years. The loan was previously with Ocwen and has recently been sold to your company. The loan was set up on my bill pay through Bank of America to ensure that no payments would be late. We were not notified when the loan was sold. I did not notice that the payments were returned for June and July until after August payment had been sent out. I canceled September and October until we could find out what the problem is. August payment was not returned.

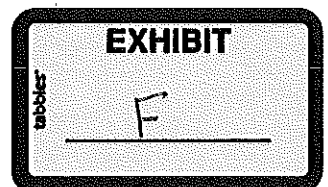
This loan has been modified and since that time we have been charged with payments already made on several occasions. We have been to court twice to get this straight and both times the judge ruled in our favor. The papers that the judge ordered Ocwen to draw up and get to my daughter's attorney, Robert Anderson were never done correctly so were not signed. Her attorney fees were awarded and paid by Ocwen.

I am sending you a copy of the letter that Ocwen sent lowering the interest rate starting 5/20/2012 and a copy of the response by my daughter. Ocwen never responded to the letter. We have maintained tax and insurance on the property although Ocwen did make one payment on the insurance but failed to maintain the policy or pay taxes. Evidently they never set up an escrow account as agreed in court. We just made the payments because they didn't and we were unable to get up with them to resolve the issue.

We are attempting to obtain permanent financing on this property in my name and had requested a payoff amt. The amt that you are showing does not show payments from 5/01/12 to 9/30/13. I am sending you a copy of the payment made from my account to Ocwen and also a copy of Ocwen's list of transactions credited to this account. Both show that payments have been made.

We had thought that this loan would be closed out in a few days and due to all the confusion have not sent in a payment. It now appears to be taking some time in clarifying this situation so I am sending a payment for June, July, September and October based on the payments that we have been making of 521.22 (Ocwen received August payment). I am including a check in the amount of \$ 2,084.88. According to our records we should be caught up until November 1st.

I realize that there has been much confusion regarding this loan and you had nothing to do with this. It has been a nightmare for us to try to straighten out. Our attorney Robert Anderson has been trying to



resolve this problem with your company. We are hoping to resolve this issue without going back to court. Your help would be greatly appreciated.

Please send any future correspondence to my daughter Alison Sessoms at the address of the property.

323 Virginia Ave.

Wilmington, NC 28401

She has had several addresses over the last couple of years so some correspondence could have been lost in the mail.

Thank you,

Barbara Koehli



08/21/2014

ALLISON SESSOMS
323 VIRGINIA AVE
WILMINGTON, NC 28401-7035

Loan Number: [REDACTED] 9976
Property Address: 323 VIRGINIA AVE
WILMINGTON, NC 28401

Dear ALLISON SESSOMS:

FEDERAL LAW REQUIRES US TO ADVISE YOU THAT NATIONSTAR MORTGAGE LLC ("NATIONSTAR") IS A DEBT COLLECTOR AND THAT THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE CURRENTLY IN BANKRUPTCY OR HAVE RECEIVED A DISCHARGE IN BANKRUPTCY, THIS COMMUNICATION IS NOT AN ATTEMPT TO COLLECT A DEBT FROM YOU PERSONALLY TO THE EXTENT THAT IT IS INCLUDED IN YOUR BANKRUPTCY OR HAS BEEN DISCHARGED, BUT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

If you are represented by an attorney, please send this notice to your attorney.

Nationstar is the mortgage loan servicer for Nationstar Mortgage LLC.

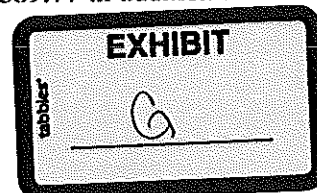
This notice is being sent as required by the terms of the security instrument securing your mortgage loan.

You have not made payments on your loan since 08/01/2013. You are now due for all payments from and including that date. The failure to make these payments is a default under the terms and conditions of the mortgage loan.

As of the date of this letter, total monthly payments (including principal, interest, and escrow, if applicable), late fees, NSF fees, and other fees and advances due under the terms of the loan documents are past due in the amount of **\$9,589.77** which is comprised of the following amounts:

Total Monthly Payments Due:		\$8,842.24
(13 at \$526.83)		
Late Charges:		\$21.07
Other Charges:	Uncollected NSF Fees:	\$0.00
	Other Fees:	\$0.00
	Corporate Advance Balance:	\$864.33
	Unapplied Balance:	<u>(\$137.87)</u>
TOTAL YOU MUST PAY TO CURE DEFAULT:		\$9,589.77

In order to cure this default, you must pay the total amount due of **\$9,589.77** in addition to other amounts that become due from the date of this letter through the date you pay.



North Carolina HUD Approved Housing Counseling Agencies

CONSUMER CREDIT COUNSELING SERVICE OF
WNC, INC. - DBA - ONTRACK FINANCIAL
EDUCATION & COUNSELING
50 S French Broad Avenue
Suite 227
Asheville, NC 28801-3271
Phone: 828-255-5166
Toll-free: 800-737-5485
Fax: 828-255-5129
Email: celestec@ontrackwnc.org
Website: www.ontrackwnc.org/

NORTHWESTERN REGIONAL HOUSING
AUTHORITY
P.O. Box 2510
Boone, NC 28607-2510
Phone: 828-264-6683
Toll-free: 855-268-5422
Fax: 828-264-0272
Email: efowler@nwrha.com
Website: www.nwrha.com

EMPOWERMENT INCORPORATED
109 North Graham Street
Suite 200
Chapel Hill, NC 27516-2328
Phone: 919-967-8779
Fax: 919-967-0710
Email: amandastancil3@gmail.com
Website: www.empowermentinc-nc.org

NACA (NEIGHBORHOOD ASSISTANCE
CORPORATION OF AMERICA) CHARLOTTE, NC
5500 Executive Center Drive
Suite 105
Charlotte, NC 28212-8856
Phone: 704-536-7676
Toll-free: 888-297-5568
Email: rmontgomery@naca.com
Website: www.naca.com

CHARLOTTE-MECKLENBURG HOUSING
PARTNERSHIP, INC.
4601 Charlotte Park Dr.
Suite 350
Charlotte, NC 28217-1920
Phone: 704-342-0933
Website: www.cmhp.org

CUMBERLAND COMMUNITY ACTION PROGRAM,
INC. - GOLDSBORO BRANCH
678 North Spence Ave.
Goldsboro, NC 27534-4234
Phone: 919-751-3868
Fax: 919-751-0382
Email: P.Tyson@mindspring.com
Website: cccsfayetteville.org

CCCS OF GASTON COUNTY DBA FINANCIAL
SOLUTIONS OF THE CAROLINA
214 East Franklin Boulevard
Gastonia, NC 28052-4106
Phone: 704-862-0702-2013
Toll-free: 888-213-8853
Fax: 704-862-0239
Email: kristina.f@fsitricounty.org
Website: https://greatergaston.org

GUILFORD COUNTY HOMEOWNERSHIP CENTER
122 North Elm Street
Suite 500
Greensboro, NC 27401-2844
Phone: 336-553-0946
Fax: 336-553-0948
E-mail: sofia.crisp@gchcnc.org
Website: www.gchcnc.org

HOUSING AUTHORITY OF THE CITY OF HIGH
POINT
500 East Russell Avenue
High Point, NC 27260-6746
Phone: 336-887-2661
Fax: 336-887-2414
Email: rjennings@hpha.net
Website: hpha.net

PROSPERITY UNLIMITED, INC
1660 Garnet Street
Kannapolis, NC 28083-6667
Phone: 704-933-7405
Fax: 704-938-7431
Email: lmack@prosperitycdc.org
Website: www.prosperitycdc.org

CAPE FEAR REGIONAL CDC
500 Compton Street
Wilmington, NC 28401-2820
Phone: 910-762-7555
Fax: 910-762-7565
Email: stanturner@cfrcdc.org
Website: www.cfrcdc.org

Current List Available At: <http://hud.gov/offices/hsg/sfh/hcc/hcs.cfm?webListAction=search&searchstate=NC>

v11469



currently in the military service, or have been within the last 12 months, **AND** joined after signing the Note and Security Instrument now in default, please notify Nationstar immediately. When contacting Nationstar as to your military service, you may be required to provide positive proof as to your military status. Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. Homeowner counseling is also available at agencies such as Military OneSource (www.militaryonesource.mil) or 1-800-342-9647) and Armed Forces Legal Assistance (<http://legalassistance.law.af.mil>), and through HUD-certified counseling agencies (<http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>). You can also call Nationstar toll-free at 1-888-480-2432 if you have questions about your rights under SCRA.

Please disregard this notice if a payment sufficient to cure the default has already been sent.

Sincerely,

Hector Fernandez
Dedicated Loan Specialist
Nationstar Mortgage LLC
1-888-613-2432 ext. [REDACTED]
350 Highland Drive
Lewisville, TX 75067-4177





2/16/2012

Loan Number 2113
Case Number 09-10139-8-JRL

Allison Sessoms
4921 Split Rail Drive
Wilmington, NC 28412-8317

RE: Adjustable Rate Mortgage Change Notice

Dear Borrower(s):

Please consider this revised notice for the 5/20/2012 payment and request you to ignore the previous notices that you have received for the said payment change date.

In accordance with the terms of your adjustable rate mortgage, please be advised that on 5/20/2012 the principal and interest portion of your payment amount on your loan will change from \$ 710.07 to \$ 309.22, which excludes your escrow amount, if any.

Effective Date of the New Payment	5/20/2012
New Principal & Interest Payment Amount	\$ 309.22
Escrow Payment Amount	\$ 0.00
Optional Insurance Payment Amount	\$ 0.00
New Total Monthly Payment Amount	\$ 309.22

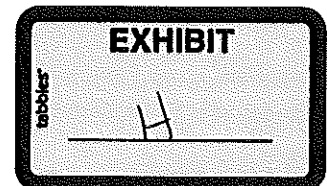
The principal balance on your loan as of this date will be \$109,946.59 (assuming timely payment of all preceding payments). Please be advised this figure does not represent a payoff quote.

Your new interest rate will be 3.37500%, which was based on an index value of 1.06555%. Your previous payment amount was calculated using an interest rate of 7.75000%, which was based on the previous index value of 0.00000%.

You should be aware that your overall monthly payment could change on a separate date as a result of any increases or decreases in real estate taxes and/or insurance. If you have any questions relating to this notice, Please contact our Customer Care Center with any questions at (800) 746-2936 Monday to Thursday 24 hours, Friday 12:00 am to 7:00 pm, Saturday 8:00 am to 4:00 pm, or Sunday 3:00 pm to Midnight ET.

Sincerely,

Ocwen Loan Servicing, LLC



This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NMLS # 1852

BKARMNOTICE



5/17/2012

Loan Number 2113
Case Number 09-10139-8-JRL

Allison Sessoms
4921 Split Rail Drive
Wilmington, NC 28412-8317

RE: Adjustable Rate Mortgage Change Notice

Dear Borrower(s):

Please consider this revised notice for the 8/1/2012 payment and request you to ignore the previous notices that you have received for the said payment change date.

In accordance with the terms of your adjustable rate mortgage, please be advised that on 8/1/2012 the principal and interest portion of your payment amount on your loan will change from \$ 710.07 to \$ 526.83, which excludes your escrow amount, if any.

Effective Date of the New Payment	8/1/2012
New Principal & Interest Payment Amount	\$ 526.83
Escrow Payment Amount	\$ 0.00
Optional Insurance Payment Amount	\$ 0.00
New Total Monthly Payment Amount	\$ 526.83

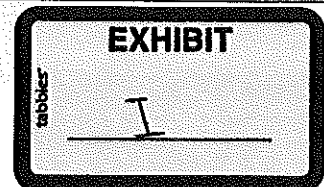
The principal balance on your loan as of this date will be \$109,946.59 (assuming timely payment of all preceding payments). Please be advised this figure does not represent a payoff quote.

Your new interest rate will be 5.75000%, which was based on an index value of 1.06795%. Your previous payment amount was calculated using an interest rate of 7.75000%, which was based on the previous index value of 1.06555%.

You should be aware that your overall monthly payment could change on a separate date as a result of any increases or decreases in real estate taxes and/or insurance. If you have any questions relating to this notice, Please contact our Customer Care Center with any questions at (800) 746-2936. We are available Monday to Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm and Sunday 12:00 pm to 9:00 pm ET.

Sincerely,

Ocwen Loan Servicing, LLC



This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NMLS # 1852

BKARMNOTICE

Important Information from Nationstar about Active Trial Period - Inbox - Yahoo Mail

Page 1 of 1

Mr. Anderson - fax 254.3444

You're seeing Basic Mail because you're using an unsupported Internet browser. Upgrade your browser or get the mobile app for the full Yahoo experience. Don't show this again.

Inbox

Compose

Inbox (12)

Drafts (13)

Sent

Spam (090)

Trash (20)

My Folders

blake resume

cheryl

gov square


janet

loaso


Notes

taxes 2011

Sponsored


Goldline Race Cars

Delete Reply Reply All Forward Actions Apply

 zully Sponsored

Daily Deals: Cute Plus-Size Sweaters from These easy-to-wear tops and pants are ideal for

Important Information from Nationstar about Active Trial Period

From: "Nationstar Mortgage LLC" <donotreply@nationstarmail.com>


To: ronsalla@yahoo.com

Full Screen / Fresh View

Search Mail Search Web Allison Profile Sign Out Home

Contacts Notepad Calendar

is now this email as a web page, for tips.

 Helping You Achieve More™

Dear Allison,

Congratulations!

You have been approved for a Modification Trial Period Plan. You will receive the trial period plan agreement in the mail soon. Your trial payments are in the amount of \$649.59. As soon as you complete your three month trial period by making consecutive on-time payments, Nationstar will send you your final modification documents.

Please call 800-316-2432 by the 30th of this month to speak with one of our Loan Specialists, who will help you set up your first trial payment and begin your trial period. This offer will expire, so please call soon.

Dedicated Loan Specialist: Rommel Sorto
Foreclosure Prevention
Nationstar Mortgage LLC

Nationstar is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

This email was sent by: Nationstar Mortgage LLC
350 Highland Dr., Louisville, TX, 75006, United States

Unsubscribe - Privacy - Legal

Compose

Delete Reply Reply All Forward Actions Apply

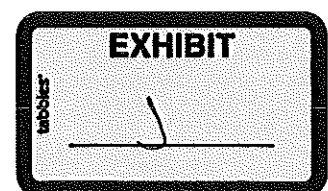
DID YOU KNOW:
If Your Car Is
Over 3 Years
Old, Insurance
Companies
Hope You Don't
Know This
Ridiculously
Easy Trick

The Government is
forcing drivers to
purchase auto
insurance. Drivers who
use this trick are able
to get their insurance
for as low as \$9/week
insurance companies
hate this trick because
if it got out it would
cost them millions.
Don't overpay for your
auto insurance. learn
the trick

Select Your Age

Submit Payment

These are the e-mails I get Daily!





P.O. Box 630268
Irving, TX 75063

RETURN SERVICE ONLY
PLEASE DO NOT SEND
MAIL TO THIS ADDRESS
P.O. BOX 619063
DALLAS, TX 75261-9063



8-692-04045-0000319-001-1-100-000-000-000

ALLISON SESSOMS

C/O ROBERT J ANDERSON 321 N FRONT ST 800 S BEA
WILMINGTON NC 28401

September 19, 2014

Loan #: [REDACTED] 9976

Property Address:
323 VIRGINIA AVE
WILMINGTON NC 28401

Dear ALLISON SESSOMS:

This letter is to inform you that we have reviewed your request for assistance and are unable to grant your request at this time. The reasons we could not approve you for assistance are listed below:

Loss Mitigation Options

You were evaluated and reviewed for the below referenced Loss Mitigation Options, but were declined for the following program(s):

HAMP Tier I - Not Available *

Standard Modification - Declined

Denial Reason: Trial Plan Default

We are unable to offer you a modification because you did not make the required Trial Period Plan payments.

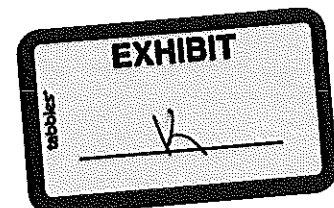
There are other possible alternatives that may be available to you if you are unable to make your regular loan payments.

Reinstatement – if you are currently delinquent in your payments, you may be able to reinstate your loan. Please contact your Dedicated Loan Specialist for information on this option.

Deed-in-lieu – a borrower voluntarily transfers title to and possession of the property to Nationstar to satisfy the mortgage loan debt and avoid foreclosure.

Pre-Foreclosure Sale/Short sale – a property is listed for sale and proceeds of the sale are accepted in exchange for a release of the lien, even if those proceeds are less than the amount owed.

If you have any questions regarding the denial of your request or wish to pursue alternatives, your Dedicated Loan Specialist is Rommel Sorto, and can be reached at (866) 316-2432 EXT. 4594942, Monday-Friday, 8 a.m. to 7 p.m. (Central Time) and Saturday, 8 a.m. to 12 p.m. (Central Time) or via mail at the below listed mailing address, or email us at customerrelationsofficer@nationstarmail.com. Visit us on the web at www.MyNationstar.com for further clarification of possible alternatives.



Nationstar Mortgage LLC
Attn: Customer Relations
P.O. Box 630348
Irving, TX 75063

Sincerely,

Nationstar Mortgage LLC



Please note the following:

An automated valuation was developed in connection with your application for loss mitigation. The property valuation provided to us electronically was \$92,516.00. There is no available written documentation associated with this valuation.

Additional Disclosures

If you have questions about the Home Affordable Modification Program other than questions regarding the reason(s) for denial set forth above, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). This Hotline can help with questions about the program and offers access to free HUD-certified counseling services in English and Spanish.

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

If you believe the Loss Mitigation request has been wrongly denied, you may file a complaint with the North Carolina Office of the Commissioner of Banks website, www.nccob.gov.

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

* Not available means this program was not considered due to an eligibility requirement or requirements not met.



RECEIVED
OCT 16 2014

Foreclosure Department
Phone: 910-864-3068
Fax: 910-864-0562
HutchensLawFirm.com

HIGH PERFORMANCE LAW™

Offices In:
Fayetteville, Charlotte, Wilmington, NC | Columbia, SC
4317 Ramsey Street
Fayetteville, NC 28311

P.O. Box 1028
Fayetteville, NC 28302

Firm Case No: [REDACTED] (FC.FAY)

October 14, 2014

Allison R. Sessoms
321 N. Front Street, 800 South Beach Boulevard, Suite B, c/o Robert J. Anderson
Wilmington, NC 28401

RE: Nationstar Mortgage LLC/Loan number ending in: 9976
Noteholder: Nationstar Mortgage LLC
N.C.GEN. STAT. §45-21.16(c) (5a) Statement Concerning Mortgage Loan

Dear Sir/Madam:

This firm represents Nationstar Mortgage LLC (the "note holder"), the holder of your mortgage loan (the "Note"). We are informed that you have defaulted under the terms of your Note and/or the deed of trust securing that Note and that the note holder has elected to proceed with a foreclosure action consistent with the terms of the deed of trust and North Carolina State Law.

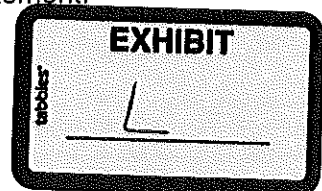
The note holder has directed that we provide you with the statement required under the terms of N.C. GEN. STAT. §45-21.16(c) (5a). Please be advised that:

- (a) The note holder in good faith claims that the total amount of the principal, \$109,946.59, and interest, \$7,691.58, due under the note as of the date of this letter is \$117,638.17;
- (b) The daily interest charge based on the contract rate as of the date of this statement is \$11.30 and;
- (c) Expenses the note holder contends are owed as of the date of this statement:

Late Payment Expense	13.74
Corporate Advance	240.00
Total Expenses	<u>\$253.74</u>

- (d) The total amount of credits, if any, the note holder contends as being owed to you as of the date of this statement is \$0.00.

Please contact Hutchens Law Firm at (910) 864-3068 if you have any questions concerning the amounts which the note holder contends are due under the Note. At the time you contact our office, please have the name of your mortgage company, your property address, the full names



of the owners of the property and the mortgage loan number available when you call so that we might more promptly respond to your inquiry.

The total amount of your debt as of the date of this letter owed to Nationstar Mortgage LLC is **\$117,891.91**. Federal and State law gives you thirty days after you receive this letter to dispute the validity of the debt or any part thereof. If you do not dispute it within that period, we will assume the debt to be valid. If you do dispute the debt or any part of it in writing to this firm, we will obtain verification of the debt and mail it to you. If within the same thirty day period you request in writing the name and address of your original creditor, we will provide that information to you if it is different from your current creditor.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, **except as stated below in the instance of bankruptcy protection.**

IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

Very truly yours,

HUTCHENS LAW FIRM



4/4/2014

ROBERT J ANDERSON
321 N FRONT ST
WILMINGTON, NC 28401

RECEIVED
APR 16 2014

Reference: [REDACTED] 9976
ALLISON SESSOMS
323 VIRGINIA AVE
WILMINGTON, NC 28401

Dear ALLISON SESSOMS :

Nationstar Mortgage, the servicer of the above referenced loan, would like to offer a mortgage modification to your client. Our records indicate the loan is currently in an active bankruptcy proceeding. Please provide the following information to your client and either contact us if you or your client have questions or have your client contact us directly for assistance.

Act Now

We've tried to contact your client to discuss options that may be available. Please contact us as soon as possible.

Option 1: Stay in the Home

Based on an estimate of your client's home value, your client is approved to enter into a Trial Period Plan for a mortgage modification. During the Trial Period, your client will be required to make three monthly payments in the amount of \$779.60*. Your client's first trial payment is due 5/1/2014.

To accept this option you or your client must call us at 877-343-5602 to confirm your client's participation and for directions on how to mail the first Trial Period Plan payment. If your client follows the terms of the enclosed Trial Period Plan, your client's loan will be permanently modified. To avoid legal action in the bankruptcy, your client must contact us right away or send us their Trial Period Plan payment. If your client complies with the Trial Period Plan, your client's loan will be permanently modified upon court approval if required.

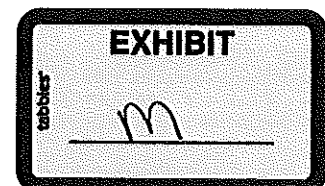
**Once your client starts their Trial Period Plan, we may be able to offer your client a mortgage modification under the Federal Home Affordable Modification Program (HAMP) with a lower monthly payment. To see if your client qualifies, your client must submit a complete Borrower Response Package no later than 5/1/2014. If your client has already submitted their Borrower Response Package, we'll evaluate your client for loss mitigation opportunities, including the HAMP modification. In the meantime, your client is encouraged to participate in this Trial Period Plan for a mortgage modification.*

Option 2: Leave the Home

If your client is unable or unwilling to pay the monthly payment listed above, your client may have other options— such as a short sale or a mortgage release (deed in lieu).

**ACT BY:
5/1/2014!**

Contact a member of our customer support team at 877-343-5602 for any questions and to discuss these options.



This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if this debt is involved in a bankruptcy or has been discharged in a bankruptcy proceeding, this communication is not an attempt to collect a debt against you and any information obtained or given will be for informational purposes only.



FHLMCBK

Contact Us

Please call us today to discuss these options. Your Dedicated Loan Specialist is Kristi Berry and can be reached at 877-343-5602, 6874267 or via mail at the above listed mailing address.

Sincerely,

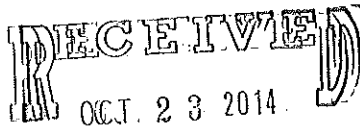
Nationstar Mortgage LLC
Kristi Berry
Dedicated Loan Specialist
877-343-5602, [REDACTED]

Remember, you must respond by 5/1/2014.

This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if this debt is involved in a bankruptcy or has been discharged in a bankruptcy proceeding, this communication is not an attempt to collect a debt against you and any information obtained or given will be for informational purposes only.

FHLMCBK





NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

NEW HANOVER COUNTY

BEFORE THE CLERK

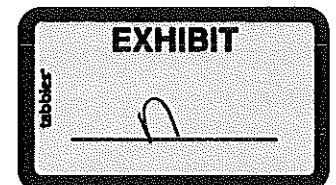
In the Matter of the foreclosure of a Deed of Trust executed by Allison R. Sessoms a/k/a Allison R. Sessoms (PRESENT RECORD OWNER(S): Allison R. Sessoms) in the original amount of \$110,000.00 dated June 25, 2007, recorded in Book 5201, Page 2678, New Hanover County Registry Substitute Trustee Services, Inc., Substitute Trustee

NOTICE OF HEARING
PRIOR TO FORECLOSURE
OF DEED OF TRUST

TO: Allison R. Sessoms aka Allison R. Sessoms
323 Virginia Avenue
Wilmington, NC 28401

SERVE PRIOR TO MIDNIGHT ON NOVEMBER 12, 2014

1. You are hereby notified that the note holder intends to commence foreclosure on the Note and Deed of Trust dated June 25, 2007 which Note was originally held by Flick Mortgage Investors, Inc. and is now held by Nationstar Mortgage LLC, 350 Highland Drive, Lewisville, TX 75067 because of the failure to make timely payments, said note holder having accelerated the maturity of the debt.
2. You have the right to appear before the Clerk of Superior Court, New Hanover County Courthouse, 316 Princess Street, Room 222, Wilmington, North Carolina at 10:00 AM on December 3, 2014, where you will be afforded the opportunity to show cause why the foreclosure should not be held if you so desire. If you do not intend to contest the creditor's allegations of default, you do not have to appear at this hearing and your failure to attend the hearing will not affect your right to pay the indebtedness and thereby prevent a proposed sale, or to attend the actual sale, should you elect to do so. You will be notified of any change in the hearing date, should the hearing be held on a date other than the date stated herein.
3. The substitute trustee, is a neutral party and may not advocate for the note holder or for the debtor in the foreclosure proceeding.
4. You have the right to appear at the hearing and contest the evidence that the clerk is to consider under G.S. 45-21.16(d). To authorize the foreclosure the clerk must find the existence of (i) a valid debt of which the party seeking to foreclose is the holder, (ii) a default, (iii) a right to foreclose under the instrument, (iv) notice to those entitled to notice, and (v) that the underlying mortgage debt is not a home loan as defined in G.S. 45-101(1b), or if the loan is a home loan under G.S. 45-101(1b), that the pre-foreclosure notice under G.S. 45-102 was provided in all material respects, and that the periods of time established by Article 11 of this Chapter have elapsed, and (vi) that the sale is not barred by G.S. 45-21.12A.



5. If you fail to appear at the hearing, the substitute trustee will ask the clerk for an order to sell the real property being foreclosed. Said real property is described in that Deed of Trust recorded in Book 5201, Page 2678, New Hanover County Registry, located at: 323 Virginia Avenue, Wilmington, NC, and more particularly described as follows:

In New Hanover County: Being all of Lot 64 as shown on the map entitled "Sunset South" recorded in Map Book 45 at Pages 359-360 of the New Hanover County Registry, referenced to which is hereby made for a more particular description. Including the Unit located thereon; said Unit being located at 323 Virginia Avenue, Wilmington, North Carolina.

6. You have the right to seek the advice of an attorney and free legal services may be available to you by contacting Legal Aid of North Carolina or other legal service organizations.

7. The substitute trustee is Substitute Trustee Services, Inc. and is represented in this proceeding by Hutchens Law Firm. You may contact them at 4317 Ramsey Street, Fayetteville, North Carolina 28311, telephone number (910) 864-3068.

8. You have the right to apply to a judge of the Superior Court pursuant to G.S. 45-21.34 to enjoin the sale, upon any legal or equitable ground that the court may deem sufficient prior to the time that the rights of the parties to the sale or resale become fixed, provided you comply with the requirements of G.S. 45-21.34.

9. You are hereby notified that if a foreclosure sale is consummated, the purchaser shall be entitled to possession of the property as of the date of delivery of his deed and if you are still in possession of the premises, you can then be evicted.

10. You should keep attorneys for the substitute trustee, Hutchens Law Firm, 4317 Ramsey Street, Fayetteville, North Carolina 28311, notified in writing of your address or of any change in your address so that you can be mailed copies of the notice of foreclosure setting forth the terms under which the sale will be held, and notice of any postponements or resales. The hearing may be held on a date later than stated in this notice and you will be notified of any change in the hearing date.

11. You are hereby notified that the holder of the note has confirmed in writing to the substitute trustee that within thirty (30) days of the date of the notice, a detailed written statement of the amount of principal, interest and any other fees, expenses and disbursements that the holder in good faith is claiming to be due as of the date of the written statement, together with a daily interest charge based on the contract rate or, if applicable, an additional one month's interest pursuant to the contract as of the date of the written statement was sent by first-class mail to the last known address of the borrower.

12. The holder or servicer acting on the holder's behalf, has confirmed in writing to the substitute trustee that the holder or servicer acting on the holder's behalf, has no knowledge of borrower making any written request(s) for information pursuant to N.C.G.S. 45-93 within two years preceding the date of the written statement.

13. The undersigned hereby certifies that the pre-foreclosure notice and information required by G.S. 45-102 and G.S. 45-103 were provided in all material respects and that the periods of time established by Article 11 of this chapter have elapsed.

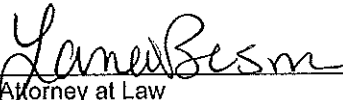
14. If the holder of the note described above is willing to do so, you may cure said default by paying the past due indebtedness plus attorney fees and actual cost incurred by contacting Substitute Trustee Services, Inc., substitute trustee, c/o Hutchens Law Firm, 4317 Ramsey Street, Fayetteville, North Carolina 28311, (910) 864-3068 prior to any scheduled sale.

15. If you are currently on military duty the foreclosure may be prohibited by G.S. 45-21.12A.
THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, **except as stated below in the instance of bankruptcy protection.**

IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

This 16th day of October, 2014.

SUBSTITUTE TRUSTEE SERVICES, INC.
SUBSTITUTE TRUSTEE

BY:  Lane Borsman
Attorney at Law
Hutchens Law Firm
Attorneys for Substitute Trustee Services, Inc.

Firm Case No: 1146293 (FC.FAY)

CONTACT INFORMATION

Customer Service: 1-888-480-2432
Monday - Thursday, 8 a.m. - 8 p.m. CT
Friday, 8 a.m. - 6 p.m. CT and Saturday, 8 a.m. - 2 p.m. CT
MyNationstar.com

Your Dedicated Loan Specialist is Rommel Sorto and can be reached
at (866) 316-2432 EXT. 4594942 or via mail at:
350 Highland Drive, Lewisville, TX 75067

8-692-06011-0030239-007-1-000-101-000-000



ALLISON SESSOMS
C/O ROBERT J ANDERSON
321 N FRONT ST, 800 S BEACH BL
WILMINGTON NC 28401



Statement Date: 10/20/2014
Loan Number: 0000159976
Payment Due Date: 11/01/2014
Amount Due: \$10,505.31
If payment is received on or after 11/17/14, \$0.00 late fee will be charged.

Property Address:
323 VIRGINIA AVE
WILMINGTON NC 28401

Account Information

Interest Bearing Principal Balance \$109,945.59
Interest Rate(Until 08/01/2015) 5.750%
Escrow Balance \$0.00
Prepayment Penalty*
*Nationstar Mortgage LLC will not assess a prepayment penalty at any time in the event you would like to pay part or all of your mortgage balance.

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

Explanation of Amount Due

Principal \$0.00
Interest \$526.83
Escrow Amount (for Taxes & Insurance) \$0.00
Optional Products and Services \$0.00
Regular Monthly Payment \$526.83
Total Fees and Charges \$13.74
Overdue Payment(s) \$9,964.74
Total Amount Due \$10,505.31

Lender Paid Expense Summary

	Activity Since Last Statement	Total
Legal Fees	\$0.00	\$225.00
Property Inspections	\$15.00	\$15.00
Total	\$15.00	\$240.00

Past Payment Breakdown

	Payments Rec'd since 09/20/2014	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$4,214.64
Escrow (Taxes & Insurance)	\$0.00	\$0.00
Optional Insurance	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Lender Paid Expenses	\$0.00	\$0.00
Partial Payment (Unapplied)**	\$0.00	\$137.87
Total	\$0.00	\$4,362.51

Transaction Activity (09/20/2014 to 10/20/2014)

Date	Description	Total	Principal	Interest	Escrow	Other
09/30/2014	Property Inspections	-\$15.00				-\$15.00

Important Messages

(See Reverse Side for Additional Critical Notices)

Our records indicate your account is under a trial modification plan. The amounts listed on this statement may not reflect the current payment amount due under your trial plan. Please reference your trial modification plan document for monthly payment amounts.
If you do not wish to receive paper statements, simply log into your account at MyNationstar.com and after your selection to eCorrespondence, ECorrespondence offers convenient monthly email reminders, greater security - no lost email, and archived online access to view or download to your personal computer.

At the time this statement was sent, we had not received a payment from you since 08/01/2014. If you are facing financial difficulty, please know that there may be options available to you and that we are committed to working with you regarding making your monthly payment more affordable. Our representatives are standing by and can be reached at 1-877-448-5053. Please call us today so we can discuss your available options and which one may be right for you.

This is an attempt to collect a debt and any information obtained will be used for that purpose.
DETACH HERE AND RETURN WITH YOUR PAYMENT. PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY



MyNationstar.com

☐ PLEASE CHECK BOX IF MAILING ADDRESS OR PHONE NUMBER HAS CHANGED. ENTER CHANGES ON BACK OF COUPON.
ALLISON SESSOMS

ACCOUNT NUMBER 0000159976	TOTAL AMOUNT DUE* 11/01/2014 \$10,505.31
------------------------------	---

WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO NATIONSTAR MORTGAGE	PAYMENT DUE IF RECEIVED ON OR AFTER 11/17/2014 \$10,505.31
---	---

NATIONSTAR MORTGAGE
PO BOX 650783
DALLAS, TX 75265-0783

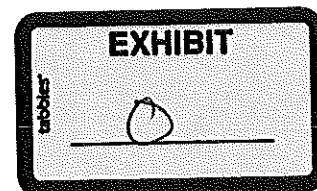


ADDITIONAL ESCROW \$ _____
**ADDITIONAL PRINCIPAL \$ _____

TOTAL AMOUNT OF YOUR CHECK DO NOT SEND CASH

**All amounts must be paid in full before additional principal reduction can be made.

06081599760 001050531 001050531



IMPORTANT PAYMENT INFORMATION

- It is important to use the remittance stub and envelope provided since both contain computer encoding that will help ensure prompt and accurate posting of payments. Always include your loan number on your check or money order. However, should you not receive your statement, **DO NOT DELAY PAYMENT**. Simply write your loan number on your check or money order and mail to the payment address as provided in the Contact Information section below.
- Do not send cash or correspondence as this could delay processing. Correspondence should be sent to the address provided in the Contact Information section below.
- Please be advised that if your account is delinquent or if there are fees and charges due, your account may not be paid ahead nor may principal reduction payments be applied. When Nationstar Mortgage receives a remittance that is in excess of a payment amount, that excess is applied to your account in accordance with a predetermined sequence: 1) Principal and interest due; 2) Applicable Escrow amounts; 3) Fees and other charges assessed to your account. Once this sequence has been satisfied, you may give specific instructions as to how you would like the excess amounts to be applied to your account by noting your preference on the face of your remittance stub.
- Any lump sum received that is not accompanied by a payoff quote will be applied according to our standard payment application rules. This will not result in satisfaction and reconveyance/release unless amount tendered satisfies all amounts due and owing on the account.
- A Schedule of Fees for Select Services may be found on our website at MyNationstar.com.

The Servicemembers Civil Relief Act (SCRA) may offer protection or relief to members of the military who have been called to active duty. If you are a member of the military who has been called to active duty or received a Permanent Change of Station order and you have not already made us aware, please forward a copy of your orders to us at: NationstarMortgageLLC.Arm.MilitaryFamilies@nationstar.com. Be sure to include your loan number with the copy of the orders.

Please visit our website at MyNationstar.com for complete details regarding Legal Rights and Protections Under the SCRA.

LATE CHARGES AND OVERDRAFT FEES

Payments received and posted after a grace period will be assessed a late charge. The late charge rate and number of grace days are shown on your Note. Please allow adequate time for postal delays as the receipt and posting date will govern the assessment of a late charge. Partial payments cannot be applied. If a payment is credited to your account and subsequently dishonored by your bank, Nationstar Mortgage will reserve the right to payment and assess your loan account an insufficient funds fee of up to \$30.00, as permitted by applicable law. (This fee may vary by state.)







HOMEOWNER COUNSELING NOTICE

If your loan is delinquent, you are entitled to receive homeownership counseling from an agency approved by the United States Department of Housing and Urban Development (HUD). A list of the HUD-approved nonprofit homeownership counseling agencies may be downloaded from the Internet at: <http://www.hud.gov/offices/hsg/ah/hncprcf14.cfm>, or by calling the HUD toll free number 1-800-655-4587 (toll free TDD number 1-800-877-8339) to obtain list of approved nonprofit agencies serving your residential area.

NEW YORK STATE RESIDENTS

For those customers who reside in the state of New York, borrower may file complaints about the Servicer with the New York State Banking Department or may obtain further information by calling the Department's Consumer Help Unit at 1-800-342-3735 or by visiting the Department's website at www.dfs.ny.gov. Nationstar Mortgage LLC is registered with the New York Superintendent of Banks.

PAYMENT OPTIONS

-  **Auto-Pay** allows you to have your payment automatically debited, each month, from the checking or savings account of your choice. Nationstar Mortgage does not charge a fee to activate this service. Call 1-888-480-2432 for more information or visit our website at MyNationstar.com.
-  **Online Payment** allows you to log on to your account anytime to make a payment. There is no charge for this service if the payment is made within 9 days of the due date. Log on to MyNationstar.com.
-  **Speed-Pay** is a pay-by-phone service, which allows you to select the payment processing date. Call 1-888-480-2432. Have your checkbook available to refer to when making your Speed-Pay payment. There will be a fee up to \$19 for this optional service.
-  **Payment by Mail** Detach the coupon provided with this statement and mail it with your check or money order in the envelope provided. Please write your loan number on your payment and allow adequate time for postal delays as the receipt and posting date will govern the assessment of late charges.
-  **MoneyGram ExpressPayment** ensures same-day delivery of your payment to Nationstar Mortgage. Visit your local MoneyGram Agent. Call 1-800-926-9400 to locate the one nearest you. Complete the ExpressPayment form, providing your name and Nationstar Mortgage loan number. The MoneyGram Receive Code is ****1678***. All ExpressPayment transactions require cash. The agent will charge a fee for this service.
-  **Western Union QuickCollect** ensures same-day delivery of your payment to Nationstar Mortgage. Visit your local Western Union Agent. Call 1-800-325-6000 to locate the one nearest you. Complete the QuickCollect form with your name and Nationstar Mortgage loan number, indicating:

Pay to: Nationstar Mortgage Code City: Astar State: TX

All QuickCollect transactions require cash. Western Union will charge a fee for this service.

NOTICE TO CUSTOMERS MAKING PAYMENTS BY CHECK


Authorization to Convert Your Check: If you send us a check to make your payment, your check may be converted into an electronic fund transfer. An electronic fund transfer is the process in which your financial institution transfers funds electronically from your account to our account. By sending your completed signed check to us, you authorize us to copy your check and use the information from your check to make an electronic funds transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process the copy of your check.


Insufficient Funds: The electronic fund transfer from your account will usually occur within 24 hours of our receipt of your check. If the electronic fund transfer cannot be completed because of insufficient funds, you may be assessed an NSF fee in connection with the attempted transaction.


Transaction Information: The electronic fund transfer from your account will be on the account statement you receive from your financial institution. You will not receive your original check back from your financial institution. For security reasons, your original check will be destroyed, but we will keep a secured copy of the check for record keeping purposes.

Your Rights: You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your statement was not properly authorized or is otherwise incorrect. Consumers have protections under the Electronic Fund Transfer Act for any unauthorized or incorrect electronic fund transfer.

CONTACT INFORMATION

-  **Customer Service:** 1-888-480-2432, Monday through Thursday 8 am - 8 pm, CT, Friday 8 am - 6 pm CT, and Saturday 8 am - 2 pm CT. (Calls may be monitored and/or recorded for quality assurance purposes.)

-  **24-hour automated account information:** Log on to MyNationstar.com OR call 1-888-480-2432.

-  **Mailing addresses:** for Nationstar Mortgage are listed below. Please carefully select the address suited to your needs and remember, sending payments to any address other than the one specifically identified for payments will result in delays and may result in additional fees being assessed to your account.

PAYMENTS:	NOTICE OF ERROR/ INFORMATION REQUEST/ QWR:	OVERNIGHT DELIVERY/ CORRESPONDENCE:	INSURANCE RENEWALS/ BILLS:	TAX NOTICES/ BILLS:	BANKRUPTCY NOTICES/ PAYMENTS:
PO Box 650783 Dallas, TX 75265-0783	P.O. Box 630348 Irving, TX 75063	350 Highland Drive Lewisville, TX 75067	PO Box 7729 Springfield, OH 45501-7729 Fax (937) 324-6551	PO Box 981229 Fort Worth, TX 76161-0229 Fax (817) 826-1861	350 Highland Drive Lewisville, TX 75067

PURSUANT TO RESPA, A "QUALIFIED WRITTEN REQUEST" (QWR) REGARDING THE SERVICING OF YOUR LOAN MUST BE SENT TO THIS ADDRESS:

Nationstar Mortgage, P.O. Box 630348, Irving, TX 75063, Attn: Customer Relations Officer. A "qualified written request" must comply with the requirements of 12 CFR 1024.21(e)(2) which states: (2) Qualified written request, defined. (i) For purposes of paragraph (e) of this section, a qualified written request means a written correspondence (other than notice on a payment coupon or other payment medium supplied by the servicer) that includes, or otherwise enables the servicer to identify, the name and account of the borrower, and includes a statement of the reasons that the borrower believes the account is in error, if applicable, or that provides sufficient detail to the servicer regarding information relating to the servicing of the loan sought by the borrower. (ii) A written request does not constitute a qualified written request if it is delivered to a servicer more than 1 year after either the date of transfer of servicing or the date that the mortgage servicing loan amount was paid in full, whichever date is applicable.

Nationstar Mortgage LLC, its affiliates, successors or its assigns or their officers, directors, agents, or employees, are neither liable nor responsible for nor make any representation regarding the products or services offered on any enclosed inserts.

CHANGE OF ADDRESS OR TELEPHONE NUMBER

Check the appropriate box: ☐ Mailing Address ☐ Telephone Number ☐ Loan #:

Borrower's Name: _____ Co-Borrower's Name: _____

Borrower's New Address: _____ Co-Borrower's New Address: _____

Authorized Borrower Number(s): _____ Authorized Co-borrower Number(s): _____

Home () _____ Mobile: Yes No _____ Home () _____ Mobile: Yes No _____

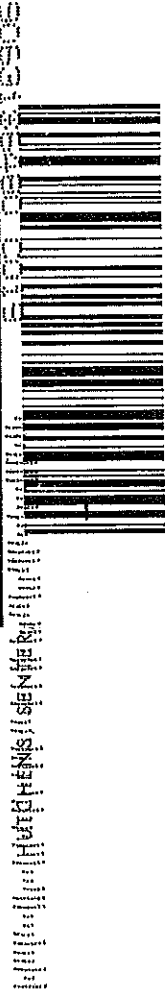
Work () _____ Ext: _____ Mobile: Yes No _____ Work () _____ Ext: _____ Mobile: Yes No _____

Other () _____ Mobile: Yes No _____ Other () _____ Mobile: Yes No _____

Signature Required: _____ Signature Required: _____

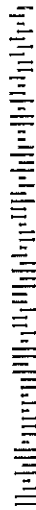
I consent to being contacted by Nationstar Mortgage LLC at any telephone number I have provided. This includes, but is not limited to, calls from your dialing system to my cellular or mobile telephone.

CERTIFIED MAIL™



9314 8699 0430 0007 3562 65

RETURN RECEIPT (ELECTRONIC)



1146293 -vc

Alison R. Sessoms

aka Allison R. Sessoms

c/o Robert J. Anderson, Attorney

800 South Beach Boulevard, Suite B

La Habra, CA 90631



HIGH PERFORMANCE LAW

P.O. Box 1028 | Fayetteville, NC 28302

Master

10/22/2014

\$05.13

USPS

ZIP 28311

011D12601619

RECEIVED OCT 24 2014

